

REMARKS

In the Office Action, claims 1 – 24 were rejected under 35 U.S.C. § 101 as being directed to non-statutory subject matter. Claims 1 – 5, 7, 8, 11 – 14, 16, and 17 were rejected under 35 U.S.C. § 102(b) as being anticipated by Lloyd, U.S. Patent No. 4,876,648. Claims 6, 15, and 20 – 22 were rejected under 35 U.S.C. § 103(a) as unpatentable over Lloyd, U.S. Patent No. 4,476,648 in view of the knowledge of persons having ordinary skill in the relevant art, and claims 9, 10, 18, 19, 23, and 24 were rejected under 35 U.S.C. § 103(a) as unpatentable over Lloyd, U.S. Patent No. 4,476,648 in view of the Dugas publication, *Not the total Solution: Bankruptcy stays on credit reports*.

By this amendment, claims 1, 11, and 20 have been amended in a manner believed to overcome the subject matter rejection, the rejection under § 102, and the rejection under § 103.

The present invention contemplates a method of generating an insurance quote, in which data collected from a loan applicant is also used to generate the insurance quote. As seen in Fig. 1, the information obtained by the loaning institution (the lender) from the loan applicant (the customer) is entered into the lender's database at block 14. If the customer wishes, the lender allows an insurance company (the provider) access to the lender's database at block 16. This is advantageous to the lender, customer, and provider because (1) the lender needs to ensure that the item being purchased with the potential loan is insured in order to protect the item, which will serve as collateral on the loan; (2) the customer needs to insure the collateral on the loan so the lender will approve the loan, but often does not have the time to "shop around" for insurance, fill out duplicative forms, and compare resulting policy quotes; and (3) the provider is alerted to the customer's need for insurance and can provide a quote at the very time the customer is seeking insurance, thereby reducing the cost of obtaining customer leads while increasing the quality of leads obtained.

However, the advantages above are not obtained simply by coordinating the needs of the three parties involved. Rather, the method of the present invention involves (1) first providing relevant customer information in connection with obtaining the loan, and then allowing an insurance provider access to the customer's information as stored in the lender's database, which reduces the amount of paperwork that the customer must fill out, and (2) using automated tools

to generate the insurance quote using the information in the lender's database. The claims have been amended to specify the technological aspects of the claimed process, which take advantage of technological advances in data entry, access, analysis, and memory. It is believed that amendment of claims 1, 11, and 20 to specify that the lender's database is involved and the underwriting process is automated is not only supported by the specification, but overcomes the Examiner's § 101 rejection.

As to the rejections based in whole or in part upon the Lloyd reference, Lloyd discloses a system in which a central service computer is supplied with mortgage information, investment vehicle information, and borrower information in order to supply a borrower with a mortgage plan that is acceptable to both the borrower and the lender. To this end, the borrower supplies information to the lender, which then supplies the information to the service computer. The service computer determines the most appropriate investment vehicle, calculates payments for the mortgage plan, and administers the mortgage plan on behalf of the lender. The Lloyd reference thus discloses a system that generates mortgage plans in which an interest-sensitive investment vehicle, preferably a universal life insurance policy, is included as collateral.

With this understanding of the Lloyd reference, independent claims 1, 11, and 20 have been amended to clarify the nature of the present invention such that each independent claim is believed to overcome the Examiner's § 102 rejection based on Lloyd. The Lloyd reference does not disclose or suggest the generation of an insurance quote wherein the insurance covers the item to be purchased using the loan, which is specifically recited in each of claims 1, 11 and 20 as amended. That is, according to the present method, when the customer wishes to purchase a home, the insurance is homeowner's insurance, and when the customer wishes to purchase a car, the insurance is auto insurance, etc. The Lloyd reference does not disclose or suggest the generation of an insurance quote for insurance designed to protect the item to be purchased using the loan. The Lloyd reference instead contemplates the use of life insurance as an investment vehicle that is itself collateralized as part of a mortgage plan to offset any losses the lender may experience due to market shifts during the life of the mortgage. In Lloyd, the life insurance is taken out on the life of the borrower and is owned by the lender, which is in distinct contrast to the present invention which provides a quote for insurance on the item intended to be purchased using the loan.

For the above reasons, claims 1, 11 and 20 are believed to patentably define over the Lloyd reference. A review of the remaining references of record, including the Dugas reference, similarly fails to show or suggest the generation of an insurance quote wherein the insurance sought is insurance to protect the item to be purchased using the loan, as set forth in amended claims 1, 11, or 20. Accordingly, claims 1, 11 and 20 are thus believed to be allowable under both §§ 102 and 103. Because each of claims 2 – 10, 12 – 19, and 22 – 24 depend directly or indirectly from claims 1, 11, and 20, respectively, each of those claims is likewise believed to be allowable based on the forgoing amendments as well as in view of the subject matter of each claim.

Applicant's attorney has made every effort to place the application into condition for allowance, and such action is earnestly requested.

No fees are believed to be payable with this communication, apart from the fee in connection with obtaining the one month extension for filing of this response. Nevertheless, the Commissioner is hereby authorized to charge payment of any additional fees associated with this communication or credit any overpayment to Deposit Account No. 50-1170.

The Examiner is encouraged to contact the undersigned by phone if questions remain after consideration of this response, or if such would otherwise facilitate prosecution.

Respectfully submitted,



Andrew S. McConnell
Registration No. 32,272

Dated: August 11, 2003

Boyle Fredrickson Newholm Stein & Gratz, S.C.
250 East Wisconsin Avenue, Suite 1030
Milwaukee, WI 53202-4232
Telephone: (414) 225-9755
Facsimile: (414) 225-9753